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SURFACE TRANSPORTATION BOARD

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March 4, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Contract 4-6542 Rider 32

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease, dated as of January 25, 2010, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Lessor: American Railcar Leasing LLC (on behalf of
ACF Industries Incorporated)
620 North Second Street
St. Charles, Missouri 63301

[Lessee: Texas Petrochemicals LLC
8600 Park Place Boulevard
Houston, TX 77017]

Section Chief
March 4, 2010
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A description of the railroad equipment covered by the enclosed document is:

13 railcars: SHPX 221160 - SHPX 221172.

A short summary of the document to appear in the index is:

Memorandum of Lease.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

MAR 04 '10 -1 00 PM

MEMORANDUM OF LEASE**SURFACE TRANSPORTATION BOARD**

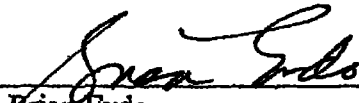
This Memorandum of Lease is prepared and filed by American Railcar Leasing LLC, a Delaware limited liability company, on behalf of (i) itself as lessor and/or as assignee of ACF Industries, Incorporated, ACF Industries LLC, American Railcar Industries, Inc., and/or ACF Acceptance LLC as the sole member of various ACF Acceptance entities, and/or (ii) as manager for one or more of the following affiliated lessors: ARI First LLC, ARI Second LLC, ARI Third LLC, ARI II Funding LLC and Shippers Third LLC, all with respect to Texas Petrochemicals LLC, a Texas Limited Liability Company ("Lessee").

ACF Industries, Incorporated (as assignor or lessor, herein, "Lessor") and Lessee have entered into that certain **Master Service Contract as identified on Schedule A** (as amended, changed, assigned, modified and supplemented from time to time, together with any schedules and exhibits thereto, the "Lease"), pursuant to which Lessee leased the railcars listed on **Schedule A** attached hereto from Lessor on the terms and conditions set forth therein, and from time to time may lease other railcars bearing the reporting marks **SHPX** and/or **ACFX**.

The Lessor is the true and sole owner of the cars and has leased the cars to the Lessee under this lease. In order to more fully protect the rights, title and ownership of the Lessor (including its successors and assignees) in the cars hereunder, Lessee acknowledges that it has no interest in the cars beyond the leasehold rights set forth in this Lease, and shall not acquire any further rights or interest in the cars by Lessee's use of the cars hereunder. Lessee shall take no action to encumber or to otherwise impair Lessor's full and complete sole ownership in the cars, nor will Lessee allow any encumbrance or ownership right to be asserted against Lessor's rights and interest in the cars. Lessee acknowledges that Lessor may, at its option, make any and all such filings with various governmental authorities as Lessor deems necessary to place any third parties on notice of Lessor's ownership interests in the cars and rights under this Lease, and Lessee shall cooperate with all reasonable requests of Lessor to protect Lessor's ownership interests. The cars include, without limitation, (a) any and all improvements, additions, replacements, substitutions and modifications thereon and/or thereof, (b) the railcars specifically set forth in this lease, (c) any other railcars leased or to be leased under this lease to the Lessee and (d) any railcars in possession of the Lessee bearing reporting marks **ACFX**, **SHPX** and any other reporting marks owned by Lessor as of this date or at any date in the future. The Lessor may from time to time include an affiliate of the Lessor, becoming the Lessor through an assignment of this lease or any schedule thereof and/or the cars.

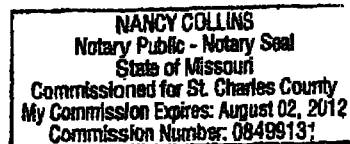
This Memorandum of Lease is prepared for registration purposes and is not intended to amend the terms and conditions of the Lease.


AMERICAN RAILCAR LEASING LLC

By: 
Name: Brian Evdo
Title: VP – Business Development

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. CHARLES)

On this 25th day of Jan., 2010, before me, personally appeared Brian Evdo, to me personally known, who being by me duly sworn, says that he resides at St. Charles, Missouri and is the VP – Business Development of American Railcar Leasing LLC, that said instrument was signed on the date hereof on behalf of said company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.




Notary Public
My commission expires on 8/2/2012

Schedule A

Equipment

Texas Petrochemical LLC

Contract 4-6542 rider 32 dtd 4/10/01

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
	Tank	SHPX	221160
	Tank	SHPX	221161
	Tank	SHPX	221162
	Tank	SHPX	221163
	Tank	SHPX	221164
	Tank	SHPX	221165
	Tank	SHPX	221166
	Tank	SHPX	221167
	Tank	SHPX	221168
	Tank	SHPX	221169
	Tank	SHPX	221170
	Tank	SHPX	221171
	Tank	SHPX	221172

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